

## UNITED STATES DISTRICT COURT

District of

MASSACHUSETTS

UNITED STATES OF AMERICA

V.

## APPEARANCE BOND

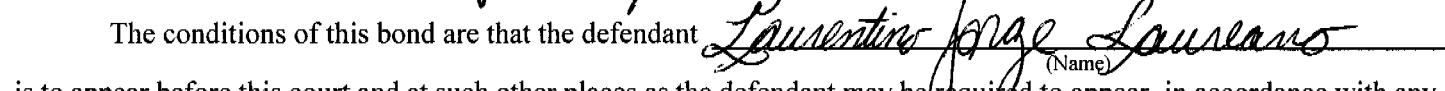
  
Defendant

Case 1004-m-273-JLA

Non-surety: I, the undersigned defendant acknowledge that I and my . . .

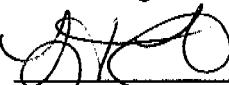
Surety: We, the undersigned, jointly and severally acknowledge that we and our . . .  
personal representatives, jointly and severally, are bound to pay to the United States of America the sum of  
\$ \_\_\_\_\_, and there has been deposited in the Registry of the Court the sum of\$ 10,000.00 (\$5,000.00 security) in cash or Property at 25 Summer Ave (describe other security.)

The conditions of this bond are that the defendant

  
(Name)  
is to appear before this court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States District Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing bond (including any proceeding on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this bond, then this bond is to be void, but if the defendant fails to obey or perform any of these conditions, payment of the amount of this bond shall be due forthwith. Forfeiture of this bond for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach and if the bond is forfeited and if the forfeiture is not set aside or remitted, judgment, may be entered upon motion in such United States District Court against each debtor jointly and severally for the amount above stated, together with interest and costs, and execution may be issued and payment secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States.

This bond is signed on 11/23/04 a Courtroom #24, 7<sup>th</sup> Floor, Boston, MA 02210  
Date PlaceDefendant  Address 25 Summer Ave, Somerville, MA 02144Surety Maria F. Laureano Address 25 Summer Ave, Somerville, MA 02144

Surety \_\_\_\_\_ Address \_\_\_\_\_

Signed and acknowledged before me 11-22-04  
Date  
Judge/ClerkApproved 

## **JUSTIFICATION OF SURETIES**

I, the undersigned surety, say that I reside at \_\_\_\_\_  
\_\_\_\_\_  
; and that my net worth is the sum of  
\_\_\_\_\_  
dollars (\$ \_\_\_\_\_ ).

I further state that

---

Surety

at \_\_\_\_\_  
Place

I, the undersigned surety, state that I reside \_\_\_\_\_ ; and that my net worth is the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ).

I further state that

---

**Surety**

at \_\_\_\_\_  
Place

Name and Title \_\_\_\_\_ Signature of Judge/Clerk \_\_\_\_\_

on Nov 22 15:20:16 2004

UNITED STATES DISTRICT COURT

BOSTON , MA

Receipt No. 321 60303  
Cashier qarri

Tender Type CASH

Transaction Type C

Case No./Def No. 1:04-MG-0273 / 1

DO Code Div No Acct  
4638 1 604700

Amount \$ 5000.00

BAIL 04MG0273(1) LAURENTINO LAUREANO CAS  
H PAID BY

ILISA JOY ZAMCHECK 25 JEFFERSON AVE. SHA  
RON, MA 02067

MARTIN K. LEPO

**LEPO & LEPO**

ATTORNEYS AT LAW

SEVEN CHRISTY'S DRIVE  
SUITE 1  
BROCKTON, MASSACHUSETTS 02301  
(508) 580-3733  
FAX (508) 580-4841

CARL R. LEPO

November 26, 2004

Clerk, U.S. District Court  
1 Courthouse Way, Suite 2300  
Boston, MA 02210

Re: Laurentino Jorge Laureano  
No. MJ04-M-273 JLA

Dear Sir or Madam:

Please find the enclosed documents for filing and docketing relative to posting real property as security for the above referenced defendant's appearance bond.

Should you have any questions or concerns please do not hesitate to contact me.

Very truly yours,



Martin K. Leppo

MKL/kml

enclosure

RECEIPT  
Printed: 11-26-2004 @ 11:06:51  
Norfolk Registry of Deeds  
William P O'Donnell  
Register

Trans#: 340429 Oper: SDOHERTY

=====  
Book: 21814 Page: 424 Inst#: 194525  
Ct#: 363 Rec: 11-26-2004 @ 11:06:51a  
STOU 25 SUMMER AVENUE

DOC	DESCRIPTION	TRANS AMT
	MORTGAGE	20.00
	20.00 rec fee	20.00
	20.00 Surcharge	20.00
	5.00 Tech.Surcharge	5.00
	State Fee \$30.00	130.00
	Postage/Handling Fee	.50
		175.50
	Total fees:	175.50
	*** Total charges:	175.50
	CASH PMT PAYMENT -CASH	180.00
	Overpayment amount:	4.50
	REF CASH REFUND -CASH	4.50

MORTGAGE

THIS MORTGAGE is made this 23rd day of November,  
2004, between Maria F. Laureano,  
presently residing at 25 Summer Avenue, Stoughton, MA,  
(herein "Mortgagor(s)"), and the Clerk of the United States  
District Court for the District of Massachusetts, United States  
Courthouse, 1 Courthouse Way, Boston, Massachusetts (herein  
"Mortgagee").

WITNESSETH, for consideration paid and to secure a personal bond  
of even date for Laurentino Laureano (herein  
"Defendant"), in Criminal No. MJ-04-M-273-JLA, before the United  
States District Court for the District of Massachusetts (herein  
"Court"), in the amount of ONE HUNDRED THOUSAND  
(\$100,000.00) Dollars executed by the Defendant and the  
Mortgagor(s) in favor of the United States of America, and to  
secure due observance and performance of the obligation, terms,  
and conditions as set forth in an Order Setting Conditions of  
Release dated November 22nd, 2004, and filed with the  
Court, and to further secure the performance of all other  
covenants and agreements of or by the Defendant and Mortgagor(s)  
herein for the benefit of the Mortgagee, which may now exist or  
may hereafter exist or accrue while this Mortgage is still  
undischarged of record, and in furtherance of and pursuant to an  
escrow agreement made this day between the Mortgagor(s), the  
United States Attorney for the District of Massachusetts and the  
Mortgagee, the Mortgagor(s) hereby mortgage, with power of sale,  
the following parcel of real property, with the following  
covenants thereon, situate, lying and being in the County of  
Norfolk, Commonwealth of Massachusetts,  
and more particularly described in the following deed:

A deed from Joseph D. Green and Doris T. Green  
to Manuel J. Laureano and Maria F. Laureano  
dated June 21, 1967, 20, and recorded in the  
Norfolk County Registry of Deeds at  
Book 4436, Page 513;

TOGETHER with all the improvements now or hereafter erected on  
the property, and all easements, rights, appurtenances, rents  
royalties, mineral, oil and gas rights and profits, water, water  
rights, and water stock, and all fixtures now or hereafter  
attached to the property, all of which, including replacements  
and additions thereto, shall be deemed to be and remain a part of  
the property covered by this Mortgage; and all of the foregoing,  
together with said property are hereinafter referred to as the  
"Property."

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THE MORTGAGOR(S) covenant with the Mortgagee as follows:

1. That the Mortgagor(s) shall pay the indebtedness as hereinbefore provided.
2. That the Mortgagor(s) will keep the Property insured against loss by fire or hazards included within the term "extended coverage" for the benefit of the Mortgagee; that the Mortgagor(s) will assign and deliver the policies to the Mortgagee; and that the Mortgagor(s) will reimburse the Mortgagee for any premiums paid or insurance made by the Mortgagee on the Mortgagor(s)'s default in so insuring the Property or in so assigning and delivering the policies. However, the Mortgagee shall never be required to maintain insurance of any type or description on the Property.
3. That the Mortgagor(s) shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and no building on the Property shall be removed or demolished without the consent of the Mortgagee.
4. That the Mortgagor(s) will pay all taxes, assessments or water rates, and in default thereof, the Mortgagee may, but is not required to, pay the same. In the event that the Mortgagee elects not to pay the same, the Mortgagee is not required to so notify the Mortgagor(s).
5. That the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, said proceeds not to exceed the dollar amount of the personal bond secured by this Mortgage, shall be delivered to the Mortgagee, who shall hold such proceeds in a non-interest bearing escrow account until either (A) the personal bond has been discharged by the Court, whereupon, and only upon an order of the Court, the Mortgagee shall deliver said proceeds to the Mortgagor(s), or (2) the Defendant fails to observe the Order Setting Conditions of Release and is defaulted by a judicial officer of the Court, whereupon the proceeds shall be disbursed for the benefit of the United States of America in accordance with, and only upon, an order of the Court.
6. That notice and demand or request may be made in writing and may be served in person or by mail.
7. That the Mortgagor(s) will warrant and defend the title to the Property against all claims and demands.
8. That the Mortgagor(s) will create no further encumbrances of any kind against the Property.
9. That the Mortgagor(s), in case a sale shall be made under the power of sale, will, upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and that the Mortgagee is appointed and

-3-

constituted the attorney irrevocable of the Mortgagor(s) to execute and deliver to said purchaser a full transfer of all policies of insurance on the Property at the time of such sale.

10. That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

11. Notwithstanding any other agreement between the Mortgagor(s) and Mortgagee, or any provision of law, the Mortgagee shall not be required to discharge this Mortgage except upon order of the Court. It shall be the obligation of the Mortgagor(s) to furnish the Mortgagee with a certified copy of said order.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor(s).

Maria F Laureano

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH  
SUFFOLK, SS

On November 23, 2004

Then personally appeared Maria F. Laureano  
and acknowledged the foregoing to be her free act and deed  
before me.

Kimberly M. Lincoln  
NOTARY PUBLIC

My Commission Expires:

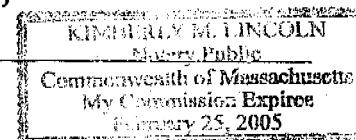


Exhibit A

The land with the buildings thereon, situated in said Stoughton, Norfolk County, Massachusetts with the buildings thereon, on the westerly side of Summer Street Avenue, beginning at land one Fay; and thence:

NORTHWESTERLY: by said Fay land, there measuring one hundred five and 15/100 (105.15) feet to land formerly Monahan; thence

SOUTHWESTERLY: by said Monahan land, eighty-two and 22/100 (82.22) feet to land formerly of one Kraanoevich; thence

SOUTHEASTERLY: by land of said Kraanoevich about one hundred five and 5/10 (105.5) feet to said Summer Street Avenue; thence

NORTHEASTERLY: by said Summer Street Avenue about eighty-two and 50/100 (82.50) feet to the point of beginning.

For title reference see deed recorded with said Norfolk County Registry of Deeds, Book 4436, Page 513.

**QUITCLAIM DEED**

I, Maria F. Laureano, tenant by the entirety, of 25 Summer Avenue, Stoughton Massachusetts 02072, for consideration paid and to secure a personal bond of even date for Laurentino Laureano in Criminal No. MJ-04-M-273-JLA, before the United States District Court for the District of Massachusetts, grant to the United States of America,

With Quitclaim Covenants,

the land with the buildings thereon, situated in said Stoughton, Norfolk County, Massachusetts with the buildings thereon, on the westerly side of Summer Street Avenue, beginning at land one Fay; and thence:

NORTHWESTERLY: by said Fay land, there measuring one hundred five and 15/100 (105.15) feet to land formerly Monahan; thence

SOUTHWESTERLY: by said Monahan land, eighty-two and 22/100 (82.22) feet to land formerly of one Kraanoevich; thence

SOUTHEASTERLY: by land of said Kraanoevich about one hundred five and 5/10 (105.5) feet to said Summer Street Avenue; thence

NORTHEASTERLY: by said Summer Street Avenue about eighty-two and 50/100 (82.50) feet to the point of beginning.

For title reference see deed recorded with said Norfolk County Registry of Deeds, Book 4436, Page 513.

Witness my hand and seal this 23<sup>rd</sup> day of November, 2004.

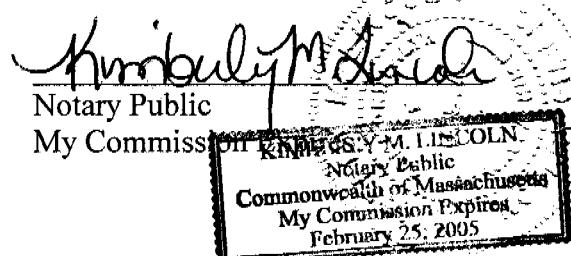
*Maria F. Laureano*  
Maria F. Laureano

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

November 23, 2004

On this 23<sup>rd</sup> day of November, 2004, before me, the undersigned notary public, personally appeared Maria F. Laureano, proved to me through satisfactory evidence of identification, which is a drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



**ESCROW AGREEMENT**

ESCROW AGREEMENT entered into this 23rd day of November, 2004, among Maria F. Laureano (herein "Surety"), Michael J. Sullivan, in his official capacity as United States Attorney for the District of Massachusetts (herein "United States Attorney"), and Tony Anastas, in his official capacity as Clerk of the United States District Court for the District of Massachusetts (herein "Escrow Agent").

WHEREAS the Surety is desirous of effecting the release of Laurentino Laureano (herein "Defendant") in Criminal No. MJ-04-M 273-JLA, on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "Bail Order") dated November 22, 2004, and entered by the Honorable Joyce London Alexander, United States District Judge/Magistrate Judge, and has agreed to execute a personal bond in the amount of ONE HUNDRED THOUSAND (\$ 100,000.00) Dollars (herein "Personal Bond") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at 25 Summer Avenue, Stoughton, MA in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.
2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond.
3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:
  - A. In the event that the Defendant fails to appear as required at all proceedings in Criminal No. MJ-04-M-273-JLA or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be immediately recorded without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No. MJ-04-M-273-JLA is expressly waived by the Surety.

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B. This Agreement shall terminate upon the final disposition of Criminal No. MJ-04-M-273-JLA and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.

5. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

6. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

TONY ANASTAS, CLERK OF COURT

By: Bry Brown  
Deputy Clerk

SURETY:

Maria F Laureano  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MICHAEL J. SULLIVAN,  
UNITED STATES ATTORNEY

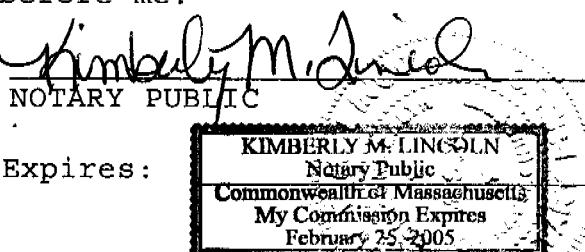
By: J. M. Oates  
Asst. U.S. Attorney

COMMONWEALTH OF MASSACHUSETTS

BOSTON, SS

November 23, 2004

Then personally appeared Maria F. Laureano and acknowledged the foregoing to be her free act and deed before me.



SEL SERVICES INC.  
107 STOUGHTON STREET  
STOUGHTON, MA. 02072  
PHONE: 1-781-344-7213

**TITLE REPORT**

Estate 25 Sommer Avenue Stoughton

Description Sh. No. 2 Plan Sh. No. \_\_\_\_\_

Manuel J. Lawrence

Maria F. Lawrence

Title is good in \_\_\_\_\_

**ENCUMBRANCES**

1. Mortgage Sheet None

Mortgage

" \_\_\_\_\_

Mortgage

" \_\_\_\_\_

Mortgage

" \_\_\_\_\_

2. Restrictions, conditions

" None

3. Easements

" \_\_\_\_\_

4. Attachments

" \_\_\_\_\_

5. Liens

" \_\_\_\_\_

6. Bankruptcy

" Registry Records Unreliable

7. Assessments

" \_\_\_\_\_

8. Tax Titles

" \_\_\_\_\_

Remarks:

4-792 Sh#4

Homestead Sh#5 (Maria Lawrence)

S. Lynn Examiner

Examination begins

Oct 23 2004

Examination ends

11-22-04

2002

Sh. No. 1

I assume no liability for mistakes, omissions or errors in the records of the Registry of Deeds or Registry of Probate.

4436

WITNESS my hand and seal this 21st day of June 1967 513

James H. Donavan Rita J. O'Reilly

## The Commonwealth of Massachusetts

Norfolk, June 21, 1967

Then personally appeared the above-named, Rita J. O'Reilly

and acknowledged the foregoing instrument to be her free act and deed, before me.



My commission expires 19.....

Recorded June 23, 1967 at 10h.30m.A.M.

FOR MY TITLE SEE

deed recorded

in BOOK 4436  
PAGE 513We, Joseph D. Green and Doris T. Green, husband and wife,  
both

County, Massachusetts

of Stoughton, Norfolk

for consideration paid, grant to Manuel J. Laureano and Maria  
V. Laureano, husband and wife, as tenants by the entirety

of said Stoughton

with quietus reversionis.

XXXXXX

The land, with the buildings thereon, situated in said  
Stoughton, Norfolk County, Massachusetts, on the Westerly  
side of Summer Street Avenue, beginning at land one Fay; and  
thenceNORTHWESTERLY by said Fay land, one hundred five and 15/100  
(105.15) feet to land formerly of Monahan; thenceSOUTHWESTERLY by said Monahan land, eighty-two and 22/100  
(82.22) feet to land formerly of one Kraancevich;  
thenceSOUTHEASTERLY by land of said Kraancevich about one hundred  
five and 5/10 (105.5) feet to said Summer  
Street Avenue; thenceNORTHEASTERLY by said Summer Street Avenue about eighty-two  
and 50/100 (82.50) feet to the point of  
beginning.Be the same more or less or however otherwise bounded and  
described.Reference for title is made to a deed of Joseph D. Green  
dated April 5, 1961, recorded with Norfolk Deeds, Book  
3887, Page 89.

2011-05-14 11:40

2

4436

514

Said premises are conveyed subject to taxes assessed as of  
January 1, 1967.

WE, THE GRANTORS,

release to said grantee all rights of tenancy by the curtesy and other interests therein.  
power and homestead

Witness, our hands and seal this 23rd day of June 1967.

Jane H. Stewart &amp; wife

Joseph D. Green  
Doris T. Green

The Commonwealth of Massachusetts

Norfolk, ss. June 23, 1967.

Then personally appeared the above named, Joseph D. Green and Doris T.

Green

and acknowledged the foregoing instrument to be the true free act and deed, before me

John H. Donovan  
Notary Public - J.D. 1967

My commission expires 1968



Recorded June 23, 1967 at 10h.30m.A.M.

3

80

FORM M-792



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CORPORATIONS AND TAXATION  
ESTATE TAX BUREAU, P.O. BOX 7023, BOSTON, MA 02204

CERTIFICATE RELEASING MASSACHUSETTS ESTATE TAX LIEN

(FILE IN TRIPPLICATE WITH COPY OF RECORDED DEED.)

TO	[REDACTED]		DECEASED FIRST NAME Manual	MIDDLE INITIAL J	LAST NAME Laureano
NAME OF APPLICANT	► Maria F. Laureano		PROBATE COURT None	DATE OF DEATH	
ADDRESS (NO. STREET)	25 Summer Avenue		DOCKET NO. None	April 16, 1976	
CITY OR TOWN, STATE AND ZIP CODE	Stoughton, MA 02072		RESIDENCE (DOMICILE) AT TIME OF DEATH 25 Summer Avenue, Stoughton, MA		

This Certificate releases the lien of the Commonwealth of Massachusetts imposed by Chapter 65C of the General Laws, on the property described below (Full legal description):

The land, with the buildings thereon, situated in said Stoughton, Norfolk County, Massachusetts, on the Westerly side of Summer Street Avenue, beginning at land one Fay, and thence

NORTHWESTERLY by said Fay land, one hundred five and 15/100 (105.15) feet to land formerly of Monahan; thence  
 SOUTHWESTERLY by said Monahan land, eighty-two and 22/100 (82.22) feet to land formerly of one Krancevich; thence  
 SOUTHEASTERLY by land of said Krancevich about one hundred five and 5/10 (105.5) feet to said Summer Street Avenue; thence  
 NORTHEASTERLY by said Summer Street Avenue about eighty-two and 50/100 (82.50) feet to the point of beginning.

Location of property 25 Summer Avenue, Stoughton, MA 02072  
 NUMBER  STREET  CITY OR TOWN  ZIP CODE   
 As described by Deed dated June 21, 1967 and recorded in  
Norfolk Registry Book No. 4436 Page No. 513 .80c  
 As described by certificate of Title No. \_\_\_\_\_ recorded in

Registered Land Section for \_\_\_\_\_ County \_\_\_\_\_

FOR DEPARTMENTAL USE ONLY  
 EXAMINER M. Kennedy  
 NUMBER A16358  
 DATE 11-7-78  
 REC'D 11-28-78

COMMISSIONER OF CORPORATIONS  
AND TAXATION

By Richard O. Asadourian

Chief, Estate Tax Bureau

Recorded Jan. 23, 1979 at 9h. A. M.

11

RECEIVED AND RECORDED  
NORFOLK COUNTY  
REGISTRY OF DEEDS  
DEDHAM, MA

BK 20853 Ps 128 #70124  
04-16-2004 a 09:36a

CERTIFY

William P. O'Donnell  
WILLIAM P. O'DONNELL, REGISTER

## DECLARATION OF HOMESTEAD ELDERLY OR DISABLED PERSON

I/We, Maria F Laureano

owning and occupying as my principal residence the real estate at

25 Summer Avenue  
in Stoughton, Massachusetts, acquired by me by

Deed Recorded in BOOK 4436 PAGE 513 of the NORFOLK  
REGISTRY OF DEEDS

Certificate of Title # \_\_\_\_\_ In NORFOLK REGISTRY  
DISTRICT OF THE LAND COURT

Inheritance from \_\_\_\_\_

Probate Court # \_\_\_\_\_

hereby declare an elderly homestead in said premises under the provisions of Chapter  
188, Section 1A, of the General Laws of Massachusetts.

Executed as sealed instrument this 7 day of April 2004

X Maria F Laureano  
Signature(s)

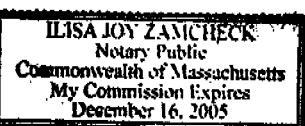
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

4-7-04

Then personally appeared the above-named Maria F Laureano

known to me to be the person described in and who executed the foregoing instrument  
and acknowledged the same to be her free act and deed, before me,



Elisa Joy Zamcheck  
Notary Public

My Commission Expires: 12/11/05

(S)

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CLERK'S NOTICE

This document can not be scanned due to its size, or the way in which it was bound.

The original is available for viewing in the Clerk's Office.